

B210A (Form 210A) (12/09)

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

**PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the partial transfer, other than for security, of an undivided interest in the claim referenced in this evidence and notice.

Citigroup Global Markets Inc.

Name of Transferee

Citibank (Hong Kong) Limited

Name of Transferor

Name and Address where notices to transferee should be sent:

Citigroup Global Markets Inc.  
390 Greenwich Street, 4th floor  
New York, New York 10013  
Attn: Marc Heimowitz  
Phone: 212-723-1058  
Email: marc.heimowitz@citi.com

Court Claim # (if known): 55848

Total Amount of Claim Filed: \$201,155,228

Amount of Claim Transferred: \$3,706,216.96

ISIN/CUSIP: See Schedule 1 to Agreement and Evidence of Partial Transfer of Claim

Blocking Number: See Exhibit 1 to the Proof of Claim file on October 29, 2009

Date Claim Filed: October 29, 2009

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019  
Attn: Douglas R. Davis  
Phone: 212-373-3000  
Email: ddavis@paulweiss.com

Phone: 212-373-3000

Last Four Digits of Acct #:

Name and address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 

Transferee/Transferee's Agent  
**BRIAN BLESSING**  
AUTHORIZED SIGNATORY

Date: \_\_\_\_\_

Form 210B (12/09)

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

**NOTICE OF PARTIAL TRANSFER OF CLAIM  
OTHER THAN FOR SECURITY**

Claim No. 55848 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Partial Transfer of Claim Other than for Security in the clerk's office of this court on January 3, 2012.

Citibank (Hong Kong) Limited  
Name of Alleged Transferor

Citigroup Global Markets Inc.  
Name of Transferee

Address of Alleged Transferor:

Citibank (Hong Kong) Limited  
8/F Dorset House, Taikoo Place  
979 King's Road  
Quarry Bay, Hong Kong  
Attn: Lum, So Fan, Fanny  
Phone: 212-373-3000

Address of Transferee:

Citigroup Global Markets Inc.  
390 Greenwich Street, 4th floor  
New York, New York 10013  
Attn: Marc Heimowitz  
Phone: 212-723-1058  
Email: marc.heimowitz@citi.com

**~ DEADLINE TO OBJECT TO TRANSFER ~**

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

\_\_\_\_\_  
**CLERK OF THE COURT**

Final Form 11/20/09

**AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM**  
**LEHMAN PROGRAM SECURITY**

**TO: THE DEBTOR AND THE BANKRUPTCY COURT**

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Citibank (Hong Kong) Limited ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Citigroup Global Markets Inc. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 55848 filed by or on behalf of Seller or Seller's predecessor in interest (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other allowed unsecured claims that are not entitled to priority under section 507 of the Bankruptcy Code and that are not subordinated.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and

hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

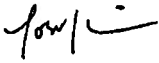
5. Seller shall promptly (but in any event on no later than the third (3<sup>rd</sup>) business day (following receipt) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, (but in any event on no later than the third (3<sup>rd</sup>) business day following the date hereof), to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York with respect to proceedings arising under this agreement or related to its interpretation or enforcement. Each party hereto consents to service of process with respect to proceedings arising under this agreement or related to its interpretation or enforcement, by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 13<sup>th</sup> day of December 2011.

CITIBANK (HONG KONG) LIMITED

By:   
Name: Josephine Lee  
Title: Director of Wealth Management

Citibank (Hong Kong) Limited  
8/F Dorset House, Taikoo Place  
979 King's Road  
Quarry Bay, Hong Kong

CITIGROUP GLOBAL MARKETS INC.

By:   
Name: Rohit Bansal  
Title: Managing Director

390 Greenwich Street, 4<sup>th</sup> Floor  
New York, NY 10013

Final Form 11/20/09

Schedule 1

Transferred Claims


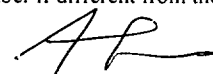
Purchased Claim

1.84% -- \$3,706,216.96 of \$201,155,228 (the outstanding amount of the Proof of Claim as of October 27, 2011).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity
LB 4.75 YRS AUD DAILY ACCRUAL ALL SEASON NOTE	XS0318538260	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	AUD 90,000 / USD 72,558	5/29/12
LB 1 YR HKD DAILY ACCRUAL COUPON AUTO CALL	XS0329714074	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	HKD 500,000 / USD 64,162.62	11/6/08
LEHMAN BROS 1 YR HKD DAILY ACC CPN AUTO CALL NOTE	XS0330867846	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	HKD 1,500,000 / USD 192,487.86	11/13/08
LEHMAN BROTHERS 1 YEAR HKD DAILY ACCRUAL COUPON	XS0331661172	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	HKD 500,000 / USD 64,162.62	11/17/08
LEHMAN BROTHERS 1 YEAR HKD DAILY ACCRAUL COUPON	XS0334923322	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	HKD 1,000,000 / USD 128,325.24	12/8/08
LEHMAN BRO 1 YEAR HKD	XS0338330672	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	HKD 1,000,000 / USD 128,325.24	12/31/08
MAN BROTHERS 1 YEAR HKD DAILY ACCRUAL CALLABLE	XS0341733110	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	HKD 500,000 / USD 64,162.62	1/22/09
LEHMAN BROTHERS 1 YEAR HKD	XS0344102164	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	HKD 1,000,000 / USD 128,325.24	2/6/09
LB 1Y HKD DLY ACCRL ALL SEASON COUPON AUTOCALL NOT	XS0348324988	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	HKD 850,000 / USD 109,076.45	2/23/09
LB 1Y HKD DLY ACCRL ALL SEASON COUPON AUTOCALL NT	XS0351201651	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	HKD 600,000 / USD 76,995.14	3/6/09
LB 1 YR HKD DLY ACC ALL SEASON AUTO CALL NTE	XS0362361593	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	HKD 800,000 / USD 102,660.19	5/6/09
LB 1 YR HKD DLY ACCRUAL ALL SEASON COUPON AUTOCAL	XS0368588777	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	HKD 500,000 / USD 64,162.62	6/8/09
LB 8MTH HKD DLY ACCRL ALL SEASON CPN AUTO-CALL NT	XS0369868590	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	HKD 2,500,000 / USD 320,813.10	2/12/09
1 YR USD DLY ACC COUPON AUTO CALL NOTE	XS0330074344	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	USD 100,000	11/10/08
LEHMAN BROTHERS 1 YEAR USD DAILY ACCRUAL COUPON	XS0331400456	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	USD 280,000	11/17/08
LEHMAN BROTHER 1 YEAR USD DAILY ACCRUAL	XS0332547099	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	USD 240,000	11/24/08
LEH BRO 1 YEAR USD	XS0335742663	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	USD 70,000	12/12/08
1YR USD DAILY ACC ALL SEASON COUPON AUTO CALL NOTE	XS0337406036	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	USD 70,000	12/22/08
LEHMAN BROTHERS 1 YEAR USD DAILY ACCRUL ALL SEASON	XS0339762162	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	USD 70,000	1/14/09
LEHMAN BROTH 1 YEAR USD DAILY	XS0343799044	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	USD 70,000	2/2/09
LEHMAN BROS. 4.75 YEARS USD	XS0299702380	Lehman Brothers	Lehman Brothers	USD 100,000	2/7/12

ONE SHOT MONTHLY NOTE		Treasury Co BV	Holdings Inc.		
LEHMAN BROTHERS 4.75 YR USD ONE SHOT MTHLY AUTO CA	XS0301348420	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	USD 150,000	2/17/12
LEHMAN BROS 4.75 YEARS USD DAILY ACCRUAL MEMORY	XS0302819262	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	USD 420,000	2/27/12
LEHMAN BROS 4.75 YEARS USD ONE SHOT MONTHLY AUTO	XS0303866049	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	USD 170,000	3/5/12
LB 4.75 YRS USD ONE SHOT, MONTHLY AUTO CALL	XS0306148288	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	USD 280,000	3/22/12
LB 4.75 YEARS USD DAILY ACCRUAL ALL SEASON NOTES	XS0318362711	Lehman Brothers Treasury Co BV	Lehman Brothers Holdings Inc.	USD 170,000	5/28/12

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055848	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Citibank (Hong Kong) Limited 8/F Dorset House, Taikoo Place, 979 King's Road Quarry Bay, Hong Kong Attention: LUM, SO FAN, FANNY With copies to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064, Attention: Douglas R. Davis Telephone number: (212) 373-3000 Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____	
Name and address where payment should be sent (if different from above)  Telephone number: Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. <b>Amount of Claim: \$ Please See Attachment (Required)</b> <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. <b>International Securities Identification Number (ISIN): Please See Attachment (Required)</b>			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. <b>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</b> <b>Please See Attachment (Required)</b>			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. <b>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</b> <b>Please See Attachment (Required)</b>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<b>FOR COURT USE ONLY</b> <div style="border: 2px solid black; padding: 10px; margin: 10px auto; width: 80%;"><b>FILED / RECEIVED</b>  OCT 29 2009  <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b></div>	
Date:  October 15, 2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="text-align: center;"> Name: LUM, SO FAN, FANNY Title: DIRECTOR OF WEALTH MANAGEMENT</div>		
<i>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571</i>			

**ATTACHMENT TO PROOF OF CLAIM OF CITIBANK (HONG KONG) LIMITED  
AGAINST LEHMAN BROTHERS HOLDINGS INC.**

1. Commencing on September 15, 2008 (the "Petition Date") and periodically thereafter, Lehman Brothers Holdings Inc. ("LBHI"), and certain of its subsidiaries (LBHI, together with such subsidiaries, the "Debtors"), filed voluntary petitions (the "Chapter 11 Cases") for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"). The Chapter 11 Cases are being jointly administered under Chapter 11 Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. 2008).

2. On July 2, 2009, the Bankruptcy Court entered that certain *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form* [Docket No. 4271] (the "Bar Date Order") which, among other things, establishes November 2, 2009 at 5:00 pm (ET) as the deadline (the "Bar Date") for each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and governmental unit) to file proofs of claim based on any Lehman Programs Security, as identified on the Debtors' website, against the Debtors (the "Securities Programs Bar Date").

3. Citibank (Hong Kong) Limited (the "Claimant") accordingly files this Lehman Programs Securities Proof of Claim (the "Proof of Claim") for various amounts owing to Claimant by LBHI in respect of Lehman Programs Securities held by Claimant in a proprietary capacity on Claimant's own behalf and/or in a custodial capacity on behalf of one or more of

Claimant's customers.<sup>1</sup> As of the filing of this Proof of Claim, Claimant is the record holder of or represents the record holder of the Lehman Programs Securities listed on Exhibit A attached hereto.<sup>2</sup>

4. Claimant is the record holder or representative of the record holder of Lehman Programs Securities in the aggregate principal amount of USD 201,155,228, which may consist in whole or in part of the US Dollar equivalent as of September 15, 2008 of the claims covered hereby. LBHI either issued, or guaranteed the full and punctual payment of all obligations related to the Lehman Programs Securities. Accordingly, LBHI remains liable to Claimant for no less than USD 201,155,228 together with all accrued and unpaid interest or other return as of September 15, 2008 (the "Lehman Programs Securities Claim").

5. Additionally, Claimant may have acted as a direct or indirect distributor or broker in connection with the sale and distribution of Lehman Programs Securities, including Lehman Programs Securities not identified on Exhibit A (collectively, the "Lehman Program Securities Issuances"). In connection with the Lehman Programs Securities Issuances, Claimant entered into various indemnification and other agreements with the Debtors (collectively the "Indemnification Agreements").

6. LBHI guaranteed the obligations of numerous of LBHI's subsidiaries and affiliates, some of which directly issued the Lehman Programs Securities. Specifically, LBHI issued the following guarantees: (a) that certain Unanimous Written Consent of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc. dated June 9, 2005,

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<sup>1</sup> The Bar Date Order provides "claims based on any Lehman Program Security shall not be disallowed on the ground that such claims were not filed by the proper party or an authorized agent, as contemplated by Bankruptcy Rule 3001(b)." Bar Date Order at p. 14.

<sup>2</sup> The Bar Date Order provides "persons or entities that file claims based on any Lehman Program Security are not required to attach or submit any documentation supporting any claim based on such Lehman Program Security." Bar Date Order at p. 14.

under which LBHI guaranteed payment of all liabilities, obligations and commitments of numerous LBHI subsidiaries (the "LBHI Board Guarantee"); (b) that certain Guaranty dated January 7, 2004, as amended on September 9, 2008, under which LBHI guaranteed to Citigroup Inc., and each subsidiary or affiliate thereof, including Claimant, the payment of all Obligations (as defined therein) of various subsidiaries of LBHI (as amended, the "January 2004 Guarantee"); (c) that certain Guaranty dated July 26, 2005, under which LBHI guaranteed to Citigroup Inc., and each subsidiary or affiliate thereof, including Claimant, the payment of all Obligations (as defined therein) of various subsidiaries of LBHI (the "July 2005 Guarantee"); (d) a representation from the Debtors dated April 24, 2008 specifically referencing LBHI's full guarantee of all liabilities, obligations and commitments of numerous LBHI subsidiaries (the "April 2008 Guarantee Statement"); and (e) that certain Guarantee of Lehman Brothers Holdings Inc. as addressed to Standard & Poor's Rating Services, dated January 4, 2008, under which LBHI guaranteed payment of all liabilities, obligations and commitments of LBIE (the "S&P Guarantee," and collectively, with the LBHI Board Guarantee, the January 2004 Guarantee, the July 2005 Guarantee, and the April 2008 Guarantee Statement, the "LBHI Guarantees").

7. Claimant hereby asserts additional claims for contractual, statutory and common law rights of indemnity, contribution, reimbursement, set-off and liability against the Debtors and the subsidiaries and affiliates of the Debtors covered by the LBHI Guarantees arising from the Indemnification Agreements and/or from the Lehman Programs Securities Issuances (the "Indemnity Claims"). With respect to the Indemnity Claims, Claimant is entitled to reimbursement by the Debtors for any and all expenses incurred by Claimant in connection with any and all threatened, pending, completed and/or future claims, actions, suits or proceedings and any appeal therefrom, whether civil, criminal, administrative or investigative, involving or

related to Claimant, or in which Claimant was, is or may be a party, or was, is or may become involved as a witness or third party, by reason of Claimant's participation in the Lehman Programs Securities Issuances.

8. The amount of Claimant's contingent claims cannot be reasonably calculated or estimated at this time, but Claimant does not waive its right to seek payment from the Debtors by not currently stating a specific amount. Claimant reserves the right to assert additional claims including the right to claim that all or any portion of the losses, claims, damages, liabilities, legal or other expenses incurred by Claimant after the Petition Date are administrative expenses entitled to priority treatment under Section 507(a)(2) of the Bankruptcy Code or otherwise.

9. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect the Claimant from forfeiture of Claimant's claims against the Debtors by reason of the Securities Programs Bar Date. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after any bar date, in any manner, and/or to file additional proofs of claim for any additional claims which may be based on the same or additional documents or grounds of liability.

10. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous or future claims made by or on behalf of Claimant or any of its affiliates against LBHI or any of its affiliates in this or any other proceeding, including, without limitation, any proofs of claim that may be filed against Lehman Brothers Treasury Co. B.V., Lehman Brothers Securities N.V., or any other entity which issued Lehman Programs Securities.

11. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time to restate the amount of the Lehman Programs Securities Claim based

on the method ultimately used to value the Lehman Programs Securities referenced herein, including, without limitation, the ultimate determination of the applicable interest or coupon rate, or other return, or the principal-protected amount, on any Lehman Program Security.

Additionally, nothing contained in this Proof of Claim shall prejudice or limit Claimant's right to receive any distribution with respect to the Lehman Programs Securities Claim based on any valuation method that is ultimately used to value any Lehman Program Security.

12. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner, including without limitation to assert: (a) claims for interest, fees, penalties, charges, attorneys' fees and expenses accrued before or after the Petition Date; (b) claims for any future distributions or rights to distributions arising from any of the securities identified herein (*e.g.*, dividends, coupons, warrants, etc.); and (c) any claims arising from the successful prosecution or settlement (if any) of any avoidance causes of action (or any other cause of action seeking recovery of payments made to, or setoffs or nettings effectuated by, Claimant) against Claimant whether or not related to or arising from the transactions and agreements set forth herein. Claimant further reserves the right to file additional proofs of claim or applications for allowance of administrative expenses or other priority status in this or any other proceeding arising from or related to the claims described herein, including for treatment as provided in section 503(b) of the Bankruptcy Code.

13. Without limiting the rights otherwise asserted in this Proof of Claim, Claimant hereby preserves and reserves all rights of setoff against LBHI whether in respect of claims directly between Claimant and LBHI, claims between affiliates of Claimant and LBHI or claims between Claimant, or its affiliates, and affiliates of LBHI, including, without limitation, under sections 362(b)(6), 362(b)(7), 362(b)(17), 362(b)(27), 553, 555, 556, 559, 560 and 561 of the

Bankruptcy Code, under any agreement or other instrument, under applicable non-bankruptcy law or otherwise.

14. In executing and filing this Proof of Claim, Claimant does not waive (a) any obligation owed to Claimant under any contracts described herein and that may be attached as exhibits hereto, or (b) any past, present or future breaches of such contracts by the Debtors or any of their affiliates. Claimant further does not waive (and this Proof of Claim shall not be deemed or construed to waive) any claims or right to assert any claims, or preserve any remedies, including setoff and recoupment, that Claimant has against any of the Debtors, Lehman Brothers Inc., Lehman Brothers International (Europe) or any other affiliates of the Debtors, whether arising from or related to transactions described herein or otherwise.

15. The filing of this Proof of Claim is not and shall not be deemed or construed as: (a) a waiver or release of Claimant's rights against any person, entity, or property, or a waiver of the right to compel the Debtors to return property of Claimant currently in the possession of the Debtors; (b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Claimant's right to have

any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge or, if applicable, the Second Circuit Court of Appeals; (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (g) an election of remedies.

16. All notices regarding this Proof of Claim should be sent to: Citibank (Hong Kong) Limited, 8/F Dorset House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong, Attention: LUM, SO FAN, FANNY, with copies to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Telephone number: (212) 373-3000, Attention: Douglas R. Davis.

**EXHIBIT A**

**LEHMAN PROGRAMS SECURITIES**

**EXHIBIT A**

**CREDITOR - CITIBANK (HONG KONG) LIMITED**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	CONVERTED PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0327847553	53427	CLEARSTREAM	HKD	20,050,000	\$2,572,921	CA47968
XS0329337850	53427	CLEARSTREAM	HKD	46,050,000	\$5,909,377	CA47970
XS0329714074	53427	CLEARSTREAM	HKD	56,450,000	\$7,243,959	CA47969
XS0328210496	53427	CLEARSTREAM	HKD	8,000,000	\$1,026,602	CA47972
XS0330074344	53427	CLEARSTREAM	USD	7,170,000	\$7,170,000	CA47971
XS0330867846	53427	CLEARSTREAM	HKD	45,950,000	\$5,896,544	CA47967
XS0331400456	53427	CLEARSTREAM	USD	13,000,000	\$13,000,000	CA47961
XS0331661172	53427	CLEARSTREAM	HKD	45,800,000	\$5,877,295	CA47966
XS0332547099	53427	CLEARSTREAM	USD	5,360,000	\$5,360,000	CA47963
XS0332546448	53427	CLEARSTREAM	HKD	19,300,000	\$2,476,677	CA47964
XS0333308632	53427	CLEARSTREAM	USD	2,580,000	\$2,580,000	CA47959
XS0334223699	53427	CLEARSTREAM	HKD	8,300,000	\$1,065,099	CA47962
XS0334702072	53427	CLEARSTREAM	USD	1,510,000	\$1,510,000	CA47956
XS0334090106	53427	CLEARSTREAM	HKD	8,000,000	\$1,026,602	CA47958
XS0334923322	53427	CLEARSTREAM	HKD	23,050,000	\$2,957,896	CA47957
XS0334090288	53427	CLEARSTREAM	USD	1,000,000	\$1,000,000	CA47955
XS0335742663	53427	CLEARSTREAM	USD	2,480,000	\$2,480,000	CA47954
XS0336250732	53427	CLEARSTREAM	HKD	20,000,000	\$2,566,505	CA47952
XS0337406036	53427	CLEARSTREAM	USD	1,860,000	\$1,860,000	CA47951
XS0336644199	53427	CLEARSTREAM	USD	2,740,000	\$2,740,000	CA47953
XS0338330672	53427	CLEARSTREAM	HKD	18,300,000	\$2,348,352	CA48186
XS0338676629	53427	CLEARSTREAM	USD	800,000	\$800,000	CA48187
XS0339221912	53427	CLEARSTREAM	HKD	25,250,000	\$3,240,212	CA48185

**EXHIBIT A**

**CREDITOR - CITIBANK (HONG KONG) LIMITED**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	CONVERTED PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0339762162	53427	CLEARSTREAM	USD	2,420,000	\$2,420,000	CA48184
XS0341733110	53427	CLEARSTREAM	HKD	36,900,000	\$4,735,201	CA48181
XS0342399754	53427	CLEARSTREAM	USD	3,030,000	\$3,030,000	CA48311
XS0343799044	53427	CLEARSTREAM	USD	950,000	\$950,000	CA48182
XS0342989554	53427	CLEARSTREAM	USD	1,000,000	\$1,000,000	CA48179
XS0344102164	53427	CLEARSTREAM	HKD	9,800,000	\$1,257,587	CA48178
XS0345814874	53427	CLEARSTREAM	HKD	25,800,000	\$3,310,791	CA48176
XS0348324988	53427	CLEARSTREAM	HKD	54,850,000	\$7,038,639	CA48175
XS0349154152	53427	CLEARSTREAM	USD	3,460,000	\$3,460,000	CA48177
XS0348406876	53427	CLEARSTREAM	USD	1,020,000	\$1,020,000	CA48173
XS0351201651	53427	CLEARSTREAM	HKD	39,450,000	\$5,062,430	CA48172
XS0362181934	53427	CLEARSTREAM	USD	8,030,000	\$8,030,000	CA48174
XS0362361593	53427	CLEARSTREAM	HKD	26,750,000	\$3,432,700	CA48170
XS0364226299	53427	CLEARSTREAM	HKD	11,300,000	\$1,450,075	CA48169
XS0366859485	53427	CLEARSTREAM	USD	2,200,000	\$2,200,000	CA48168
XS0365916252	53427	CLEARSTREAM	USD	1,000,000	\$1,000,000	CA48171
XS0367878997	53427	CLEARSTREAM	HKD	15,250,000	\$1,956,960	CA48167
XS0369514947	53427	CLEARSTREAM	USD	1,850,000	\$1,850,000	CA48430
XS0368588777	53427	CLEARSTREAM	HKD	44,500,000	\$5,710,473	CA48429
XS0369868590	53427	CLEARSTREAM	HKD	72,150,000	\$9,258,665	CA48426
XS0334088118	53427	CLEARSTREAM	GBP	700,000	\$1,252,230	CA48427
XS0336928030	53427	CLEARSTREAM	HKD	28,600,000	\$3,670,102	CA48423
XS0294545669	53427	CLEARSTREAM	USD	880,000	\$880,000	CA49232

# EXHIBIT A

## CREDITOR - CITIBANK (HONG KONG) LIMITED

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	CONVERTED PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0299702380	53427	CLEARSTREAM	USD	4,620,000	\$4,620,000	CA48421
XS0301348420	53427	CLEARSTREAM	USD	6,960,000	\$6,960,000	CA48422
XS0302819262	53427	CLEARSTREAM	USD	3,370,000	\$3,370,000	CA48420
XS0303866049	53427	CLEARSTREAM	USD	1,970,000	\$1,970,000	CA48410
XS0306148288	53427	CLEARSTREAM	USD	2,980,000	\$2,980,000	CA48419
XS0310085492	53427	CLEARSTREAM	USD	5,330,000	\$5,330,000	CA48409
XS0312196123	53427	CLEARSTREAM	AUD	1,650,000	\$1,330,230	CA48408
XS0318362711	53427	CLEARSTREAM	USD	1,640,000	\$1,640,000	CA48417
XS0318538260	53427	CLEARSTREAM	AUD	6,000,000	\$4,837,200	CA48418
XS0319159538	53427	CLEARSTREAM	NZD	1,380,000	\$906,798	CA48406
XS0320033201	53427	CLEARSTREAM	AUD	5,590,000	\$4,506,658	CA48405
XS0324476869	53427	CLEARSTREAM	NZD	1,650,000	\$1,084,215	CA48407
XS0329337850	82104	CLEARSTREAM	HKD	2,000,000	\$256,650	CA47876
XS0330074344	82104	CLEARSTREAM	USD	100,000	\$100,000	CA47877
XS0330867846	82104	CLEARSTREAM	HKD	2,050,000	\$263,067	CA47875
XS0331400456	82104	CLEARSTREAM	USD	210,000	\$210,000	CA47874
XS0332547099	82104	CLEARSTREAM	USD	70,000	\$70,000	CA47873
XS0332546448	82104	CLEARSTREAM	HKD	1,200,000	\$153,990	CA47870
XS0334223699	82104	CLEARSTREAM	HKD	1,000,000	\$128,325	CA47872
XS0336250732	82104	CLEARSTREAM	HKD	800,000	\$102,660	CA47871
XS0337406036	82104	CLEARSTREAM	USD	140,000	\$140,000	CA47867
XS0339221912	82104	CLEARSTREAM	HKD	1,300,000	\$166,823	CA47868
XS0341733110	82104	CLEARSTREAM	HKD	1,800,000	\$230,985	CA47869

**EXHIBIT A**

**CREDITOR - CITIBANK (HONG KONG) LIMITED**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	CONVERTED PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0345814874	82104	CLEARSTREAM	HKD	6,100,000	\$782,784	CA47865
XS0348324988	82104	CLEARSTREAM	HKD	500,000	\$64,163	CA47864
XS0349154152	82104	CLEARSTREAM	USD	70,000	\$70,000	CA47866
XS0351201651	82104	CLEARSTREAM	HKD	1,500,000	\$192,488	CA47863
XS0362361593	82104	CLEARSTREAM	HKD	1,000,000	\$128,325	CA48602
XS0364226299	82104	CLEARSTREAM	HKD	500,000	\$64,163	CA47802
XS0366859485	82104	CLEARSTREAM	USD	140,000	\$140,000	CA47801
XS0368588777	82104	CLEARSTREAM	HKD	500,000	\$64,163	CA47798
XS0369868590	82104	CLEARSTREAM	HKD	3,700,000	\$474,803	CA47797
XS0336928030	82104	CLEARSTREAM	HKD	500,000	\$64,163	CA47799
XS0301348420	82104	CLEARSTREAM	USD	330,000	\$330,000	CA47800
XS0302819262	82104	CLEARSTREAM	USD	200,000	\$200,000	CA47795
XS0303866049	82104	CLEARSTREAM	USD	70,000	\$70,000	CA47796
XS0306148288	82104	CLEARSTREAM	USD	240,000	\$240,000	CA47792
XS0310085492	82104	CLEARSTREAM	USD	70,000	\$70,000	CA47794
XS0312196123	82104	CLEARSTREAM	AUD	110,000	\$88,682	CA47793
XS0318362711	82104	CLEARSTREAM	USD	70,000	\$70,000	CA47791
				<b>TOTAL:</b>	<b>\$201,155,228</b>	

\* Principal Amount in U.S. Dollars is based upon the following exchange rates as of September 15, 2008 - 0.8062 U.S. Dollars per Australian Dollar, 1.7889 U.S. Dollars per British Pound, 7.7927 Hong Kong Dollars per U.S. Dollar and 0.6571 U.S. Dollars per New Zealand Dollar.

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